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GENERAL HEADINGS

Cases Reported this Week.

Current Topics.

The Food Shortage.

THE Food Controller's Department, in the issue of the *National Food Journal* of the 24th inst. (No. 4), repeats the warning as to the gravity of the situation with regard to the food supply:—"We have to make the nation realise that that much used term 'world shortage' has a genuine significance; that unless all the Allied belligerents conserve their resources with the most watchful care, the advent of peace will find us in far more straightened circumstances than we are in now. The gravity of the position cannot well be over-stated." It is not surprising, therefore, that the Department and the numerous Food Control Committees with which it is in touch are doing all that is possible to encourage economy. Of course, so far as certain familiar articles are concerned, the shortage here is largely accounted for by the stoppage of imports from Denmark; and efforts—on the financial part of which Lord Reading is engaged—are being made to procure compensatory supplies from the United States and Canada. But obviously the matter is one of great complexity and difficulty.

The Late Mr. Joseph H. Choate.

A FEW months ago we recorded the death of Mr. JOSEPH H. CHOATE, the eminent American lawyer (61 SOLICITORS' JOURNAL, p. 473). A very interesting article on him and his professional career is contained in *Case and Comment* for September. It is entitled "Joseph H. Choate and Right Training for the Bar," and is by Mr. WILLIAM V. ROWE, of the New York Bar. "Mr. CHOATE'S pre-eminence," we read, "chiefly attributable to force and beauty of character and to a great spiritual personality and the indefinable qualities which enter into their development, was, nevertheless, in large measure due to right training in his profession." And one mark of this was his shunning of mere technicalities. "Always going through the form to the substance of things, and seeking to work out justice, he could never be persuaded to consider seriously a mere technicality or a point in the law of practice and procedure where justice was likely to suffer. That price—the sacrifice of justice, the full opportunity for a day in court, and a fair trial on the

merits—he would never pay for success for any client." But this by no means prejudiced his forensic success, and the long list of cases of all kinds—many of the highest importance—which fell to him is perhaps comparable over here only with the great and varied practice of the late Lord ALVERSTONE when he was RICHARD E. WEBSTER.

Bench and Bar.

NO DOUBT Mr. CHOATE conducted his cases with that respect to the court which is necessary to maintain decorum and efficiency in litigation, but he was not in the least subservient to the Bench. On one occasion when he could not be present through engagement elsewhere, and the judge had dismissed the case for default, he said:—"Your Honour insists that you have called the case and set it for trial, to proceed notwithstanding my engagement. Very well, you may have the physical power, but you have neither the legal nor moral right to do that"; and the case was promptly opened in due course, without terms. And in another, where a judge turned his back during Mr. CHOATE's argument and engaged in discussion with his associates on the bench, Mr. CHOATE brought him round by stopping short, and then said:—"Now if your Honour please, under your time allowance, I have just forty minutes in which to close the argument of this very difficult and vitally important case, and I must insist on having your Honour's undivided attention during every moment of that time." That was quite sufficient to touch the judicial conscience. The judge responded immediately, "You have it, sir," and then sat bolt upright, with fixed attention, during the rest of the argument. And Mr. CHOATE won his case.

Modern Practice and the Common Law.

A GOOD deal of the article on Mr. CHOATE to which we have been referring is taken up with the changes in practice during the last thirty years, and the effect which they have had on legal training. Shortly, it is that the general practice of the office in which a student or young practitioner could take his share, and so learn his business by experience, has become a thing of the past, and he must qualify himself, if he can, by the teaching of the law school without the accompanying advantage of experience. In other words, there are nowadays for the law student no "clinics." After describing the early system of office work under which Mr. CHOATE was brought up, the writer says:—"Then, in the late seventies and early eighties, came stenographers, typewriters, and the telephone, and, with the railroad, general corporation and banking exploitations, came also the beginnings of the modern business practice with its limited court work and its intensive specialization." Incidentally, he says that there was a stoppage of office legal aid work which had furnished useful training for students, and hence the formation of legal aid societies, which have only partially filled the gap. We are not in a position to pass an opinion on the correctness of this statement, but the more important point made by the writer is that the maintenance of the liberty and rights of the people depends on the due development of the common law, and this tends to be ousted by the specialization which modern business questions have introduced into the practice of the law. The common law was, in the words of RUFUS CHOATE, "that old code of freedom," and Mr. JOSEPH H. CHOATE was equally attached to it. He regarded it as the people's law, growing case by case. "The *common law*," says Mr. ROWE, "does not develop and cannot be taught in a cloister, or, nowadays, in the provinces, or the smaller cities, or the ordinary college towns. It is not an abstraction, a thing of words and books, an autocratic prescription. It is wholly concrete, a growth from the life of our people, and can be taught only in contact with the throbbing life of the day." Hence all law schools should be only in the greater centres of population. But granted this condition of efficiency, he would have a Central Council of Legal Education which should "co-ordinate legal educational activities and develop *high and uniform* standards throughout the country"; not unlike, it seems, an ideal that used, in the time of Lord RUSSELL OF KILLOWEN, to be cherished here. Naturally we are told that Mr. JOSEPH H. CHOATE hated codifiers, codes, revisions, and consolidations as enemies of the normal growth of the law. It is an old question, but, for that growth to be effective, judges must be bold to make the law. When they lose that quality there is nothing for it but legislative intervention, and that inevitably leads to codification.

A Trustee's Costs of Clearing His Character.

THE RECENT decision of EVE, J., in *Bruty* v. *Edmundson* (1917, 2 Ch. 285) draws an interesting distinction between the right of a trustee against whom charges of misconduct are made to the costs of defending his character, according as the costs are to be paid out of the trust estate or by a third party. A trustee who has properly defended proceedings in which he is joined as trustee is entitled to be indemnified against costs out of the trust estate, but usually these will have been incurred by him solely as trustee and in reference to the trust. If, however, his own personal character is involved, and the costs have been increased by his defence of his character, the Court applies by analogy the principle that a trustee shall not make any profit out of his trust. If his defence of his character has been of benefit to the trust estate, then there is no reason for refusing to recognize his right to indemnity out of the estate; but if, so far as the estate is concerned, the defence of the trustee's character is quite immaterial, then the defence is solely in his own interest, and to allow him to get the costs of it from the estate would be to give him a benefit at the expense of the estate. The former part of the rule is illustrated by *Walters* v. *Woodbridge* (7 Ch. D. 304), where JESSEL, M.R., said that the case came within the principle that "where an action is brought against a trustee in respect of the trust estate . . . and is defended by the trustee, not for his own benefit, but for the benefit of the trust estate, he is entitled to indemnity"; and none the less because incidentally he defends his own character. The latter part is illustrated by *Re Dunn, Brinklow* v. *Singleton* (1904, 1 Ch. 648), where BYRNE, J., refused a trustee his costs because the defence of his character could not have benefited the estate. The defence was successful and carried costs against the plaintiff, which, however, the plaintiff could not pay; but this did not entitle the trustee to the advantage of clearing his character at the expense of the estate. In *Bruty* v. *Edmundson* the question arose whether, in a case which involved charges against a trustee, but the joinder of the trustee as defendant was only required in order properly to constitute the action and no relief was claimed against him, the same principle applied so as to deprive him of the right to costs as against the plaintiff. The action was to set aside a settlement of which he was trustee, on the ground of undue influence, and in this charge he was involved. But the distinction between the present case and *Re Dunn* seems to be clear. It was not now a question of payment out of the estate, but of payment of costs by an adverse and unsuccessful party; and EVE, J., held that since the charge had been made and had failed, the usual consequence followed, and the plaintiff was liable to pay the defendant trustee his costs of clearing his character, notwithstanding that he was sued only as trustee and was not an active litigant.

Covenants against Sub-letting.

THE COVENANT in a lease against assigning or under-letting without the lessor's consent, though not a "usual covenant" in the technical sense (*Hampshire* v. *Wickens*, 7 Ch. D. 555), is sufficiently frequent to make decisions on it important, and of these the latest is the decision of ATKIN, J., in *Mackusick* v. *Carmichael* (1917, 2 K. B. 581). A lease contained a covenant by the lessee for himself and his assigns that he would not sub-let or part with the premises without the lessor's consent. Such a covenant, it is well known, is effectual as regards the first sub-letting, and for this the

consent of the lessor is required. But it does not extend further, and unless special conveyancing precautions are taken, a sub-letting by the sub-lessee is not prohibited. A sub-lessee is not an assign, so that he does not come within the part of the covenant relating to assigns; nor is he an agent of the lessee, so as to bring the case within the part relating to the lessee himself: *Wilson* v. *Twamley* (1904, 2 K. B., p. 107). And a provision in a licence for sub-letting, that it shall not authorize any further dealings, though it forbids further dealings by the lessee, does not touch dealings by the sub-lessee, between whom and the lessor there is no privity: *Williamson* v. *Williamson* (9 Ch., p. 732). To prevent a further sub-letting it is necessary to bring the sub-lessee into privity with the lessor, and this can be done either by giving the licence in a conditional form—that is, making it conditional on the sub-lease containing a covenant that the sub-lessee shall not assign or sub-let without the consent of the lessor; or—and this seems to be the most effectual—requiring that the sub-lessee shall enter into a similar covenant directly with the lessor: *Re Spark's Lease* (1905, 1 Ch. 456); see Foa, Landlord and Tenant, 5th ed., p. 267, note (*e*). In the present case no such precaution had been taken on the first sub-letting. Hence ATKIN, J., held that the second sub-letting was no breach of covenant.

"Missing," now Presumed Killed.

THE NEWSPAPER notices of officers killed in action are often in the form "previously reported missing, now presumed killed," or, in the case of naval officers, "lost at sea, presumed killed." Young officers fail to return from an attack in which they were known to be engaged, and a diligent search for their bodies is made in vain. There is always the chance that the missing soldier is alive, having been carried away as a prisoner, and it is only after a long interval that hope is finally abandoned. It is tolerably well known that in earlier ages of our history, when the intercourse between different nations was slow and limited and communications were difficult, the mystery attending the disappearance of a combatant was much increased. DON RODERICK, the last King of Spain before its conquest by the MOORS, SEBASTIAN, the King of Portugal, and JAMES THE FOURTH of Scotland are instances of sovereigns who never returned from the field of battle and whose bodies were never traced. The death of GUSTAVUS ADOLPHUS, the King of Sweden, at the battle of Lutzen was also involved in obscurity. With regard to disappearance at the present day, it should be remembered that it becomes more and more difficult to conceal the death or existence of any particular individual, and the practice of the Court of Probate, by which a deposition of the death of one of the persons concerned in a suit is allowed when there are circumstances which make it difficult to believe that he is still alive, will be followed in most of the transactions of human life. Our readers will doubtless have noticed a pathetic instance of the above presumption in the case of Second Lieutenant DUDLEY H. WATTS in these columns a fortnight ago. There the disappearance dated from the battle of Loos in September, 1915. And most of us could tell of cases of long deferred hope, never maturing into fruition, which do not get into print.

War as Affecting the Legal Profession.

THE WRITER of a recent work on international finance draws attention to the prosperity, perhaps transient, of a large part of the community since the outbreak of the war. He states that the greater spending power that has been diffused by war expenditure has benefited the working classes and enabled them to make a step forward in the improvement of their lot. It has helped the farmer, put money in the pockets of the shipowners, and swollen the profits of any manufacturers who have been able to turn out stuff wanted for use in or for the indirect needs of war. The greater spending power which has been diffused has made the cheap jewellery trade a thriving industry and maintained the consumption of beer and spirits, in spite of restriction and the absence of men at the front. Picture palaces are crowded nightly, furs and finery have had a wonderful season, anyone who has a motor to sell finds plenty of buyers, and secondhand pianos are an article that can almost be "sold on a Sunday." One is disposed to ask whether the legal profession has participated in this shower of gold. It is generally supposed that barristers and solicitors alike benefit from mercantile prosperity, but the lists of causes in the two leading divisions of the High Court shew a perceptible diminution of business. Those who are interested in prize causes are of good cheer, but in the King's Bench and Chancery Divisions the account is different. A reason for this inactivity is not perhaps easy to find, but may possibly be traced to the unwillingness to embark in litigation which may tie the hands of the parties in what may turn out to be a momentous crisis in the history of the country. As to the effect of the war on conveyancing and general practice, it is needless to speak.

The Master of the Rolls and the Public Record Office.

A QUESTION addressed in the House of Commons this week to the Chancellor of the Exchequer called attention to the following recommendation made in the First Report of the Public Records Commission with reference to the association of the office of Master of the Rolls with the superintendence of the Public Record Office:—

> We recommend that when the office next falls vacant, and a new appointment is made, the Master of the Rolls be relieved of his titular connection with the Public Record Office, and that he be replaced by a permanent Commission of nine persons, to be called Commissioners of Public Records, who should be appointed by the Crown, and should be unpaid. We recommend that these Commissioners should represent in equal proportion the judiciary, the public offices, and the claims of historical study, the three interests which are mainly concerned in the official administration of the Public Record Office. To each of these interests three of the Commissioners should be allotted. These Commissioners should meet at least six times a year. Their duties should include the appointment of the Deputy Keeper, subject to the approval of the Crown; the authorization of other appointments; the supervision of internal arrangements, including the preparation and publication of the lists, inventories, and catalogues; the financial direction and general superintendence of the administration and of the buildings.

The question, which was put in view of the general assumption that the office of the Master of the Rolls will shortly be vacant, elicited the reply that the carrying out of the recommendation would require statutory authority, and that the present was not a time to deal with it. The answer will probably be regarded as sufficient, but there seems to be no reason why the proposed change should be deferred till the following vacancy, and it may be assumed that the office will be filled on the understanding that the recommendation of the Commission may be carried out in the time of the new Master of the Rolls.

The Commission, of which Sir FREDERICK POLLOCK is chairman—we believe it has not yet completed its task—was appointed in 1910; and its first report, of which we gave an account at the time (56 SOLICITORS' JOURNAL, 829), was issued in 1912. The statutes which at present regulate the Public Record Office are the Public Record Office Acts, 1838, 1877, and 1898. The first Act was the outcome of a movement for reform in the keeping of the public records, which commenced in 1799. In that year Mr. CHARLES ABBOT, member for Helston, an active legal and administrative reformer, gave notice of a motion for a Committee to inquire into the subject. The motion was made in February, 1800, and a Committee was appointed which reported in the following July, with the result that an address was at once presented by the House of Commons to the King, praying him to "give directions for the better preservation, arrangement, and more convenient use of the public records of the kingdom." A

Commission was accordingly appointed and renewed from time to time, the sixth and last being appointed in 1831. The Commissioners undertook the work of collecting information of records, and of selecting some for publication, and they reported from time to time; but their administration was extravagant and unsatisfactory, and no proper provision was made for the custody of records. The matter was again raised in the House of Commons in 1836, and a Committee was once more appointed.

This Committee pointed out that the first thing to be done was to provide a proper repository for the records, instead of their being deposited "in different and widely-scattered buildings, and entrusted to a multitude of imperfectly responsible keepers." A Bill to carry out the recommendations of the Committee was introduced in 1837, and again in 1838. In the meantime the death of WILLIAM IV., in June, 1837, had put an end to the Records Commission, and Lord LANGDALE, the Master of the Rolls, undertook the temporary charge of the work of the Commission. This appears to have led to the Master of the Rolls being named as the person to have the "charge and superintendence" of the public records in the Bill of 1838, which became the Public Record Office Act, 1838. By section 4 the Master of the Rolls was empowered to appoint a Deputy Keeper of the Records, who was to act as chief record-keeper under the Master of the Rolls and to superintend other persons employed in the office. Primarily the Act applied only to limited classes of records, those of the courts and the revenue deposited in the places enumerated in section 1; but section 2 enabled other records belonging to the Crown, wherever deposited, to be transferred by Order in Council to the charge and superintendence of the Master of the Rolls. Section 7 required the Treasury to provide suitable buildings for the reception and custody of all the public records which, under the provisions of the Act, should be in the "legal custody" of the Master of the Rolls.

Advantage was not taken of the power to extend the scope of the Act until 1852, and then an Order in Council was made that all records belonging to the Crown deposited in any office, court, place, or custody other than those mentioned in the Act should thenceforth be under the charge and superintendence of the Master of the Rolls. But experience seems to have shewn that the office was burdened with a great mass of useless material, and provision for the disposal of this was made by the Public Record Office Acts, 1877 and 1898. The former recited that it was expedient to prevent the Office from being encumbered with documents of not sufficient public value to justify their preservation in the Office, and it empowered the Master of the Rolls, with the approval of the Treasury, and in the case of certain documents with further approval, to make rules for the disposal by destruction or otherwise of documents not worth preserving. This further approval was to be, in cases of court records, that of the Lord Chancellor, and in case of departmental Government documents, the Secretary of State or head of the department affected. But no rule was to provide for the disposal of any document earlier than 1715, a date which was altered by the Act of 1898 to 1660.

The Order in Council of 1852 only put on a regular footing arrangements which had been made between the Master of the Rolls and the Government departments for placing all departmental and State papers under his superintendence; but apparently they are not under his custody or control. "Access to all such papers and regulation of their use remained under the direction of the office from which they came, and such is the rule at this day" (First Report of Commission, p. 5.) By section 4 of the Act of 1838 the Master of the Rolls may by warrant assume the custody of any documents within the Act, but in practice this is never done. "The object," it is said, "of this abstention is to carry out the agreement, dating from 1845, by which the heads of departments can recall at any time such documents as they desire to have in their own offices for reference in current work, and can retain them as long as they are wanted."

The immediate question, however, is not the general administration of the office, with its two functions of custody and publication of documents, but whether this administration shall continue to be nominally in the hands of the Master of the Rolls. Intrinsically there is no reason why this duty should be attached to a judicial office, and the connection, as pointed out above, seems to have arisen from the accident of Lord LANGDALE temporarily undertaking the work of the Records Commission on the death of WILLIAM IV. The present Commission reported that "under the present constitution of the office the actual control over all branches of its work is vested in the Deputy Keeper, and the statutory responsibility of the custodian of the Public Records, the Master of the Rolls, is entirely nominal." Lord LANGDALE emphatically denied the fitness of one holding his office for the headship of the Public Record Office, and considered that the duty would interfere with the business of his court, which was of more importance. The Public Record Office was built on land adjacent to the Rolls House, and there was thus a local association between the office and the Master of the Rolls which facilitated his supervision. But this came to an end with the abolition of the Rolls Court, and when the Master of the Rolls became the President of the Court of Appeal, the possibility of any effective superintendence by him of the work of the Public Record Office came to an end. "Recent Masters of the Rolls, while retaining all their statutory responsibilities, have in point of fact ceased to control the Public Record Office, and while the Deputy Keeper has remained in name a subordinate official, his authority has become in practice absolute."

It thus appears that the proposed change in the administration of the office has no real connection with a change in the Mastership of the Rolls. The new Master of the Rolls will have, indeed, the right to appoint a new Deputy Keeper, should the subordinate office become vacant; but his nominal connection with the office will impose no burden upon him. And when there is a chance of giving effect to the recommendation of the Commission it should not be necessary to wait for a further vacancy in the Mastership of the Rolls.

The Conveyance of After-Acquired Property.

I.

Two persons before now have entered into an arrangement which one of them has afterwards discovered he is unable to enforce, because, he is told, it clearly contravened the policy of the English law, though otherwise it had all the requisites of a valid and binding contract; and the fact that the parties, or one of them, did not know that the object was illegal, does not mend matters. Thereupon, he might, with great justice and truth, observe that one of the most vital principles of public policy obviously should be the freedom and sacredness of contract. Let us, then, very briefly consider one or two singularly interesting exceptions to the paramount public policy of not interfering lightly with freedom of contract by adults of competent understanding.

To take a typical instance. Suppose a mortgage contains a provision for bringing into the security all the borrower's after-acquired property. He may conclude that the arrangement was made either to bolster up the lender's indifferent security, or to prevent the borrower from squandering any further his inheritance; but whatever the real reason may be, it is immaterial to our present purpose. On examining it, the provision is found to extend to all moneys of or to which the borrower then was, or might, during the continuance of the security, become entitled under any settlement, will, or other instrument, and also to all real and personal property of or to which he then was, or should during such continuance become, beneficially seized, possessed, entitled, or interested,

for any vested, contingent, or presumptive estate or interest. The borrower subsequently, but before the loan is repaid, becomes entitled to a share of personal estate under a will; and in reference thereto three points obviously present themselves—viz., first, whether there is any consideration, or an adequate consideration, to support this covenant, or whether, on the contrary, the covenantee is a volunteer; secondly, whether this covenant is not so general as to infringe the policy of the law; and, thirdly, whether this covenant is not so vague and wide as to constitute it one of those which equity will refuse to enforce by way of specific performance, leaving the covenantee, if so advised, to proceed for damages for breach.

Assuredly these questions are occasionally of the greatest importance, and demand a careful investigation. Putting aside the first point, and coming to the second, there is authority—if, indeed, authority be required—for saying that this share of personal estate falls within the class defined by the covenant as money to which the borrower might become entitled under a will (*Re Clarke, Coombe* v. *Carter*, 36 Ch. Div. 348, C.A.; *Re Turcan*, 40 Ch. Div. 5, C.A.). That being so, the question at once arises, may not any clearly good part of the covenant—without deciding the doubtful question whether the general covenant infringes the policy of the law—be separated from any part which may be bad, and so the share in question be brought into the mortgage security? We shall be right in answering that this may be done, and that thus this covenant may be enforced so far as respects the money aforesaid (*Official Receiver* v. *Tailby*, 13 App. Cas. 523; *Re Clarke, ubi sup.; Re Turcan, ubi sup.*). Unquestionably these conclusions demolish the strongest defences of the city, and render its surrender inevitable. For if the rejection of any illegal portions of the covenant had not been allowable, then the question would have immediately arisen whether the intention of the parties would not have been entirely defeated, and the whole covenant, by depriving the covenantor of all his means of livelihood, and of providing for his family, and so, of all incentive to energy, zeal, and industry, would not, with great degree of propriety, be held to be void as contrary to the policy of the common law of this realm. We confess the correct answer is difficult, and may give rise to a difference in competent opinion.

Possibly we may gather considerable enlightenment if we proceed to study the learning on the remaining point: Is this covenant too vague and wide for the Court to decree its specific performance? Vagueness, as we remember a distinguished judge pointing out many years ago, comes to nothing when the property is definite at the time when the court is asked to enforce the covenant. And as respects the comprehensiveness of the covenant, the covenantee is unquestionably no volunteer, and consequently, we might anticipate and trust, that in the interests of justice, and even assuming that the covenant was not divisible, the last difficulty might still be overcome. In a case decided some twelve years ago, a stockbroker, upon his marriage, had covenanted to transfer to the trustees of his *ante*-nuptial settlement all his property acquired during the marriage, with the exception of business assets, upon trusts in favour of his wife and children. It was held that this exception was of a substantial nature, and therefore it was clear that the covenant was not too vague or general for the court to grant specific performance: *Re Reis, Ex parte Clough* (1904, 2 K. B. 769, C.A.).

Moreover, it may be remarked that there would be a further significant exception, namely, of property devised or bequeathed to the stockbroker by a surviving parent, and devolving by force of section 33 of the Wills Act, 1837, it being improper to extend the statutory fiction of the stockbroker's death happening immediately after that of his parent further than is necessary to prevent a lapse: *Pearce* v. *Graham* (32 L. J. Ch. 359). And further, the covenant we have had under consideration must surely, on a proper interpretation, attach to and affect capital only, and not the covenantor's income, and cannot reasonably be construed so as to prevent the covenantor paying his debts and suitably maintaining his family: *Lewis* v. *Maddocks* (8 Ves. 150, 17 Ves. 48); *Re Reis* (*supra*). And if that be, and we consider it is, the correct interpretation, it is quite arguable that the covenant—wide, as at first sight it undoubtedly appears—is not, on a proper interpretation, unlimited, and so not opposed to public policy or inefficatious to the end which, we may suppose, was designed. A competent conveyancer, however, would doubtless express the true intention, and remove all doubt, by mentioning the contemplated exceptions.

(*To be continued.*)

Books of the Week.

Practice.—The Annual Practice, 1918. In Two Volumes. By RICHARD WHITE, a Master of the Supreme Court; FRANCIS STRINGER, of the Central Office, Royal Courts of Justice, and BERTRAM JACOBS, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited). 30s. net.

Digest.—Mews' Digest of English Law. Quarterly Issue, October, 1917. By JOHN MEWS, Barrister-at-Law. Cases reported from 1st January to 1st October, 1917. Stevens & Sons (Limited); Sweet & Maxwell (Limited). 5s.

CASES OF THE WEEK.

Judicial Committee of the Privy Council.

"THE HAKAN." 24th and 25th July; 16th October.

PRIZE LAW—NEUTRAL SHIP CARRYING CONTRABAND FORMING MORE THAN HALF HER CARGO—ENEMY DESTINATION—INTERNATIONAL LAW—KNOWLEDGE OF SHIPOWNER OF CHARACTER OF GOODS—PRACTICE OF MARITIME STATES—ORDER IN COUNCIL ADOPTING ART. 40 OF THE DECLARATION OF LONDON, 1909.

A neutral vessel was captured while carrying a full cargo of conditional contraband to an enemy base of supply, and the Crown claimed the confiscation of the cargo and the condemnation of the ship. The President was of opinion that the attitude and action of the chief maritime States before and since the International Naval Conference of 1908-1909 *justified the Prize Court in accepting as part of the law of nations the rule that "a vessel carrying contraband may be condemned if the contraband, reckoned either by value, weight, volume or freight, forms more than half of the cargo," and he made the order as asked.*

Held, that the decision was right, for apart from the Declaration of London the authorities laid down that knowledge of the character of the goods on the part of the shipowner was sufficient to justify the condemnation of the ship where the inference was clear that the goods in question constituted a substantial part of the whole cargo.

Decision of the President (1916, *P.* 266) *affirmed.*

Appeal by the shipowners from a decree of the President.

Lord PARKER, in delivering the decision of the board, said *The Hakan*, a Swedish ship, was captured at sea by H.M.S. *Nonsuch* on 4th April, 1916, having sailed the same day from Haugesund, in Norway, on a voyage to Lübeck, in Germany, with a cargo of salted herrings. Foodstuffs had as early as 4th August, 1914, been declared to be conditional contraband. The cargo being on a neutral ship was, even if it belonged to enemies, exempted from capture unless it consisted of contraband goods (see the Declaration of Paris). The cargo owners did not appear, but the question whether the goods were contraband was, however, fully argued by counsel for the shipowners. The President condemned the cargo as contraband; and also condemned the ship for carrying contraband. The shipowners appealed, and under the circumstances the first question was whether the cargo was rightly condemned as contraband, for if it were not there could be no case against the ship. In their lordships' opinion, goods which were conditional contraband could be properly condemned whenever the Court was of opinion, under all the circumstances brought to its knowledge, that they were probably intended to be applied for warlike purposes: see *The Jonge Margaretha* (1 Cr. Rob. 189). On the facts in the present case, the proper inference seemed to be that the goods in question were in effect goods requisitioned by the Government for the purposes of the war. It might be quite true that their ultimate application, had they escaped capture, would have been to feed civilians and not the naval or military forces in Germany, but the general scarcity of food in Germany had made the victualling of the civil population a war problem. Since the inference, almost irresistible, was that these goods were intended to be applied for warlike purposes, their lordships were of opinion that the goods were rightly confiscated. The second question was whether the ship carrying these goods was rightly condemned. If Article 40 of the Declaration of London were applicable, the order of the President was right, inasmuch as the whole cargo was contraband. But

the Declaration had no validity as an international agreement, although an Order in Council of 29th October, 1914, provided that during the present hostilities its provisions should, with certain very material modifications, be adopted and put in force. But the Prize Court could not, in deciding questions between H.M.'s Government and neutrals, act upon this Order, except in so far as the Declaration of London, as modified by the Order, either embodied the international law or contained a waiver in favour of neutrals of the strict rights of the Crown. It was necessary, therefore, to consider the international law with regard to the condemnation of a ship carrying contraband apart from the Declaration of London. It seemed clear that at one time the mere fact that a neutral ship was carrying contraband was considered to justify its condemnation [see Lord Stowell in *The Neutralitet* (*No.* 1) (3 C. R. 294)], but that rule was subsequently modified. Passing from the English and American decisions to the views which were at the commencement of the present hostilities entertained by the prize courts or jurists of other nations, there was what at first sight appeared to be considerable divergence of opinion. If, however, the true principle was that knowledge of the character of the cargo was a sufficient ground for depriving a shipowner of the benefit of the modern rule, this divergence was more apparent than real. It reduced itself to a difference of opinion as to the circumstances under which the knowledge might be inferred. There could be no confiscation of the ship without knowledge on the part of the owner, or possibly of the charterer or master, of the nature of the cargo; but in some cases the inference as to knowledge arising from the extent to which the cargo was contraband could not be rebutted, while in others it could, and in some cases, even where there was the requisite knowledge, the contraband must bear a minimum proportion to the whole cargo. Their lordships considered that in this state of the authorities they ought to hold that knowledge of the character of the goods on the part of the owner of the ship was sufficient to justify the condemnation of the ship, at any rate where the goods in question constituted a substantial part of the whole cargo. The inference that the owners knew that *The Hakan* would be used as she was used was irresistible: if knowledge of the character of the goods was the true criterion as to confiscability, this ship was rightly condemned. Even on the assumption that something which might be called "malignant and aggravating" was required, that element existed in the present case. The facts amounted to a deliberate "taking hostile part against the country of the captors" and "mixing in the war," as those expressions were used in *The Bermuda* (1866, 3 Wall. 514). The appeal for these reasons failed.—COUNSEL, for the appellants, *Balloch*; for the respondent, *Sir Frederick Smith*, A.-G., *Sir Gordon Hewart*, S.-G., and *R. A. Wright*, K.C. SOLICITORS, *Botterell & Roche; Treasury Solicitor.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

RONDEAU, LE GRAND & CO. *v.* MARKS (wife of Louis Marks). LOUIS MARKS, Claimant. No. 1. 15th October.

HUSBAND AND WIFE—WEARING APPAREL OF WIFE—PROVISION BY LOAN—PROPERTY OF HUSBAND.

Held, that there could be a valid agreement between husband and wife that the necessary wearing apparel to be provided by the husband should be by way of loan to the wife, and not by way of gift to her as her own property.

Decision of Bailhache, J. (*reported* 61 SOLICITORS' JOURNAL, 666), *affirmed.*

Appeal by the plaintiffs from a judgment of Bailhache, J., in an interpleader issue between the plaintiffs, who were execution creditors, and the claimant, the husband of the defendant, Mrs. Marks, which had been referred to a Master and came before the Court on a case stated by him. The plaintiffs had obtained judgment against the wife, and the husband claimed that the wife's dresses, clothing and wearing apparel belonged to him. In July, 1914, the claimant made an agreement with his wife that all her dresses, articles of clothing, and wearing apparel were to be purchased on his credit, and were to remain his absolute property, and that he should be entitled to dispose of them as and when and how he pleased, his wife having no right or title to them except to wear them during his pleasure. The learned Judge held that the agreement was valid, and entered judgment for the defendant. The execution creditors now appealed, and contended that such an agreement was in fraud of creditors, contrary to public policy, and further that it was void for want of consideration.

PICKFORD, L.J., in dismissing the appeal, said that a husband's obligation in law to his wife was discharged so soon as he either gave the clothes to her or lent them to her. If there was a presumption that clothes were the property of the wife, there was nothing to prevent the husband and wife from rebutting such a presumption. The fact that the wife was under an obligation to return at any time the things to her husband did not divest him of the obligation to provide his wife with other suitable clothing. But that did not make them her separate property until they were demanded back by the husband. He referred to the Married Women's Property Act, and pointed out that it nowhere said that things bought by the husband for his wife's use were to become her separate property. There, however, remained the question whether the agreement was a valid agreement. It was said that it was invalid on the grounds stated above, and further that it trespassed on the husband's common law liability. In his opinion all the contentions of the plaintiffs failed. Even if the agreement was invalid, the result would be that the husband retained his common law right to them, which stopped the execution creditors' claim. The appeal failed.

BANKES, L.J., and SARGANT, J., gave judgments to the like effect, and the appeal was dismissed with costs.—COUNSEL, for the appellants, *Schiller*, K.C., and *Crawford*; for the respondent, *D. M. Hogg*, K.C., and *Lowenthal*. SOLICITORS, *Cohen & Cohen; W. B. Glasier.*

[Reported by ERSKINE REID, Barrister-at-Law.]

King's Bench Division.

THE KING *v.* THE HULL AND EAST RIDING OF YORKSHIRE APPEAL TRIBUNAL. Div. Court. 30th August.

ARMY—MILITARY SERVICE—EXEMPTION—REHEARING—MILITARY SERVICE ACT, 1916 (SESSION 2) (6 & 7 GEO. 5, C. 15), S. 4, SUB-SECTION 5—MILITARY SERVICE REGULATIONS (AMENDMENT) ORDERS, 1916 AND 1917.

The meaning of rule 2 of Part III. of the Military Service Regulations (Amendment) Order, 1916, as amplified by rule 3 of Part III. of the Military Service Regulations (Amendment) Order, 1917, is that where a man has been called up for service with the colours the consent of the Army Council must be obtained before any proceedings for a rehearing of his appeal for exemption can be instituted, whether those proceedings are for a rehearing itself or for an application for a rehearing.

The practice of tribunals of first hearing an application for a rehearing and then, if necessary, applying for the consent of the Army Council is sometimes open to objection as tending to multiply proceedings.

Calman Rosen obtained a rule *nisi* for a *mandamus* to the Hull and East Riding of Yorkshire Appeal Tribunal to compel them to hear and determine his application for a rehearing of his appeal for a certificate of exemption under the Military Service Acts for his son David Myer Rosen, and this was the hearing of the application to make that rule absolute. The facts were as follows:—The applicant applied to the local tribunal for exemption for his son. The application was disallowed, and a subsequent appeal dismissed on 10th April, 1917. On 19th June, 1917, the applicant's son received a notice calling him up for service with the colours on 4th July, 1917. On 26th June, 1917, the applicant made an application to the appeal tribunal for a rehearing of the appeal. This application was refused. Under section 4, sub-section 5, of the Military Service Act, 1916 (Session 2), regulations made under the Second Schedule to the principal Act may provide for permitting a rehearing of a case by a tribunal in cases specified in the regulations. By rule 2 of Part III. of the Military Service Regulations (Amendment) Order, 1916, "a case may be reheard by the tribunal by which it has been decided if it appears to the tribunal that it should be reheard owing to the discovery of new facts, or because the tribunal were not fully aware of their powers under the Acts or Regulations, or because of a decision by the central tribunal in a similar case, or if some other reason which the Local Government Board consider to be sufficient has been shown for a rehearing: Provided that the case shall not be reheard after a man has joined the colours except with the consent of the Army Council." And by rule 3 of the same rules of 1917 the following further proviso was added to the above rule: "And provided also that the case shall not be reheard after a notice has been sent to a man calling him up for service with the colours except with the consent of the Army Council." It was contended on behalf of the Army Council that the appeal tribunal had no power to hear the appeal except with the consent of the Army Council, because the applicant's son had been called up, and that as such consent had not been obtained the rule *nisi* ought to be discharged. Counsel for the rule contended that the *mandamus* was not for a rehearing, but to compel a hearing and determination of the application to rehear, and if the tribunal came to the conclusion on the hearing of such application that the case was one which ought to be reheard, the application would then be made for the consent of the Army Council. This had been the practice of appeal tribunals.

Lord READING, C.J., after stating the facts, said:—I read the regulations as meaning that there shall be no proceedings for the rehearing of an appeal in the case of a man who has joined the colours or who has received a calling-up notice, except with the consent of the Army Council. It has been contended that the consent is only required in the case of the adjudication of a rehearing, and not for an application for a rehearing; but it is impossible to draw any distinction between the application and the rehearing itself, for the application is merely the initial step in the proceeding of a rehearing. Reference has been made to what is said to be the practice of tribunals of first hearing the application and then, if necessary, applying for the consent of the Army Council. That may in some cases be a convenient course to pursue, though it is open to the objection that it tends to multiply proceedings unnecessarily; for if this Court grants a *mandamus* to a tribunal to hear an application for a rehearing and the Army Council subsequently refuses its consent to the rehearing, the whole proceedings would be rendered abortive. Both from the point of view of law as laid down in the regulations, and of convenience, the consent of the Army Council must be obtained before proceedings for a rehearing can be instituted. The application for a *mandamus* therefore fails.

DARLING and SHEARMAN, JJ., concurred.—COUNSEL, *Branson* showed

cause against the rule; *Shortt*, K.C. (*Patrick Hastings* with him), in support of the rule. SOLICITORS, for the applicant, *J. J. Hands*, for *B. Pearlman*, Hull; for the respondents, *Sharpe, Pritchard, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

ATTORNEY-GENERAL *v.* **HACKNEY CORPORATION.** Astbury, J. 25th July.

ELECTRIC LIGHTING—DIFFERENTIATION IN CHARGES—"SIMILAR CIRCUMSTANCES"—UNDUE PREFERENCE—ELECTRIC LIGHTING ACT, 1882 (45 & 46 VICT. c. 56), ss. 19 AND 20.

When a municipal corporation supplying electrical energy for power and light to the district had one scale of charges for light and a cheaper scale for power, but permitted the persons employing power to use 20 per cent. of their power energy for purposes of lighting their premises, provided the whole supply for power and light was taken from the same service and meter,

Held, that this was not a differentiation as between two classes of consumers contrary to the provisions of sections 19 and 20 of the Electric Lighting Act, 1882.

Attorney-General *v.* Long Eaton Urban District Council (1914, 2 *Ch.* 251), *distinguished and explained.*

This was an action commenced by the Attorney-General at the relation of the Gas Light and Coke Co. asking for a declaration that certain charges in respect of electrical energy by the Hackney Corporation amounted to a differentiation contrary to the Electric Lighting Act, 1882, ss. 19 and 20, and an injunction restraining the Hackney Corporation from making such charges. The defendants supplied electrical energy for power and for light within their district, and the relators supplied gas for light in the same district. The defendants had one scale of charges for light and a cheaper scale for power. There was a clause under the power scale as follows:—"Consumers paying under this scale are allowed to use not exceeding 20 per cent. of the total quantity of energy consumed for lighting the factory or workshop premises in which the motors, etc., are installed, provided that the whole supply is taken from the same service or meter." This was the alleged differentiation sought to be restrained.

ASTBURY, J., after stating the facts, said:—It is important to obtain day consumers as well as night consumers so as to increase the load factor and the diversity factor. The load factor is the ratio of the total units sold to the output capacity. The diversity factor is the ratio of the total units registered at the terminals to that registered at the generating station. Power consumers have better load and diversity factors than light consumers, and being therefore supplied at far less cost are *prima facie* entitled to differential treatment. Section 19 of the Electric Lighting Act, 1882, provides that every person shall be entitled to a supply of electricity on the same terms on which any other person is entitled "under similar circumstances" to "a corresponding supply." Section 20 provides that the undertakers shall not in making agreements for supply show "any undue preference" to any person. These sections do not distinguish light and power consumers as such. There is only one class of energy, and the dissimilarity of circumstances and the non-correspondence of supply must be looked for in the term "diversity and quantity" of the consumption. The purpose for which the energy is used is *per se* irrelevant. It is the quantum and circumstances, including load factor and diversity factor, that matter. This leads to different systems of supply being adopted for power and light consumers, who may select either system. This is not forbidden by the statute (*Agent-General of Victoria* v. *Melbourne Corporation*, 1907, A. C. 469), and as power consumers cost less, they are entitled to a lower rate for the energy supplied (*Attorney-General* v. *Long Eaton Urban District Council*, 1914, 2 Ch. 251, and *Metropolitan Electric Supply Co.* v. *Girder*, 1901, 2 Ch. 799). The only thing forbidden in differentiation between consumers taking corresponding supplies under similar circumstances. In *Attorney-General* v. *Long Eaton Urban District Council* (*ubi supra*) the undertakers charged factory owners who took light as well as power a less rate for power than factory owners who took power only. The supplies in that case were quite separate, and the learned Judge there found as a fact that there were no circumstances rendering it less costly or more profitable to supply power to one class more than the other, and that a corresponding supply of power energy was supplied under similar circumstances. The Court of Appeal approved this decision (see 1915, 1 Ch. 124). In the *Long Eaton case* the undertakers differentiated between power consumers, and that without any legitimate reason or any corresponding benefit to the undertakers. In this case all power consumers are placed on the same basis, taking one supply of energy, and being allowed to use 20 per cent. for lighting their factory. This practice has been sanctioned by Parliament in the case of many power companies. By avoiding the expense of double supply, extra wiring and meters, and increasing the load and diversity factors, it improved the position and prospects of the undertaking in a legitimate way, and justified power consumers by treating them on a different basis from ordinary light consumers, although they could use 20 per cent of their power energy for light. In considering whether light consumers and power consumers take corresponding supplies under similar circumstances, it is not legitimate to split up the power consumers' 20 per cent. and treat that as a light supply. The plaintiff suggests that power has been supplied at a loss. In my opinion this is irrelevant, and is not in fact made out in any case. [The learned Judge here proceeded to deal at length with each of the plaintiff's contentions, and decided against them all, holding that no breach of sections 19 and 20 of the Electric Lighting Act, 1882, had been committed, and that accordingly the motion must be dismissed with costs.]—COUNSEL, *Hon. Frank Russell*, K.C., *Colefax*, K.C., and *Percy Wheeler; Walter*, K.C., and *F. Spencer*. SOLICITORS, *Monier-Williams, Robinson & Milroy; Harold George Downer.*

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

FURNESS, WITHY, & CO. *v.* **REDERIAKTIEBOLAGET BANEO.** Bailhache, J. 31st July.

SHIPPING—TIME CHARTER PARTY—EXCEPTION OF "RESTRAINT OF PRINCES"—PROHIBITION BY FOREIGN GOVERNMENT—SHIP OR CARGO OUTSIDE THE FOREIGN COUNTRY—LIABILITY OF OWNER OR MASTER TO PENALTIES.

Under a time charter party made according to English law, a Swedish vessel was hired for voyages outside Sweden. Regulations of the Swedish Government prohibited such voyages, and there was in the charter party an exception of the "restraint of princes." The ship being in England, the owners refused to allow her to go on a voyage to Italy.

Held, that there may be a restraint of princes where the restraint operates, and can only operate, upon the owner or master by rendering them liable to penalties, fine or imprisonment, and if the owner or the master is within the jurisdiction of the foreign Government by whose law the performance of a particular contract is illegal.

The plaintiffs as charterers and the defendants as owners of a Swedish ship, *The Zamora*, entered into a charter party dated 13th November, 1916, whereby the steamer was chartered to the plaintiffs for a period of six months. She was to trade between good and safe ports or places which were all outside the kingdom of Sweden. A cargo of coals was carried to Geneva from Cardiff, but on the return of the steamer to Cardiff the owners refused to load a cargo of coal for Italy, and withdrew the steamer from the plaintiffs' use, alleging that they were excused from sending *The Zamora* on the intended voyage on account of the exception in the charter party (*inter alia*), "arrests and restraints of princes, rulers, and peoples." At the date of the charter decrees had been issued by Sweden prohibiting the carriage of goods by Swedish vessels of 200 tons or more between places outside Sweden, and prohibiting time charters being made for more than six months. The defendants alleged that they would be exposed to penalties or punishment if the ship proceeded on the voyage, and they pleaded the exception as to restraint of princes. Plaintiffs claimed an injunction to restrain the defendants from using *The Zamora* otherwise than in accordance with the charter party, and damages for breach thereof.

BAILHACHE, J., after stating the facts, said:—The vessel was chartered in this country. The contract is an English contract, and must be construed according to English law. It was conceded by counsel for the defendants, and it is clear law, that the mere fact of a contract being illegal by the law of a foreign State, of which one of the contracting parties is a subject, will not make that contract illegal or unenforceable if it is an English contract to be construed and enforced according to English law. If it were not for the exception of restraint of princes, the Swedish owners could not rely upon this charter party being illegal according to Swedish law. But they have the words "restraint of princes." I was in doubt whether restraint of princes can ever arise where the restraint is from a foreign Government against whose law the contract is intended to be performed. It cannot stop the performance of the contract by force applied to the subject-matter of the contract—the ship or the cargo. I am not aware of any decision as to restraint of

princes where the foreign Government has not been in a position to enforce the restraint by actual physical action upon the ship or the cargo. But I have been referred to many judicial expressions in the well-known *Sanday case* in the House of Lords (1916, 1 A. C. 650), and in the Court of Appeal (59 SOLICITORS' JOURNAL, 456; 1915, 2 K. B. 781), and, indeed, to my own expressions at the trial (59 SOLICITORS' JOURNAL, 316; 1915, 2 K. B. 781), and to those of Bramwell, L.J., in *Rodocanachi v. Elliott* (1874, L. R. 9 C. P. 518). They seem to intimate that there may be a restraint of princes where the restraint operates, and can only operate, in the case of a ship, upon the owner or the master; and that there is a restraint of princes if the performance of the contract will render the owner or the master liable to pains and penalties—imprisonment and fine—and the owner or the master are within the jurisdiction of the foreign Government by whose law the performance of a particular contract is illegal. I doubt whether this does not carry the doctrine of restraint of princes further than it has ever been carried before; certainly further than it has ever been carried in any reported case of which I have any knowledge. But it seems to follow from the cases referred to. The result is that the plaintiffs' case fails, and there must be judgment for the defendants.—COUNSEL, *Leck*, K.C., and *R. A. Wright*, for the plaintiffs; *Roche*, K.C., and *C. R. Dunlop*, for the defendants. SOLICITORS, *Downing, Handcock, Middleton, & Lewis; Main, Davidson, & Co.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 19th October contains the following :—

1. An Order in Council, dated 18th October, 1917, further amending the Proclamation, dated the 10th day of May, 1917, and made under Section 8 of the Customs and Inland Revenue Act, 1879, and Section 1 of the Exportation of Arms Act, 1900, and Section 1 of the Customs (Exportation Prohibition) Act, 1914, whereby the exportation from the United Kingdom of certain articles to certain or all destinations was prohibited. The effect is to increase the list (A) of goods, the exportation of which is prohibited to all destinations. This is now made to include aluminium and its alloys and manufactures of the same, lead ore, and all machinery for agricultural or farming purposes, including hard tools.

2. A Ministry of Munitions Order, dated 17th October (printed below), as to Potassium Compounds.

3. A Correction (printed below) of the Compound Fertilisers Order (*ante*, p. 12).

4. Notices that the following Orders have been made by the Food Controller :—

The Motor Spirit Restriction Order, No. 2, 11th October, 1917.
The Milk Order, 1917 (General Licence under; printed below).
The Public Meals Order, 1917 (General Licence under; printed below).
The Dried Fruits (Restriction) Order, 1917 (General Licence under; *ante*, p. 13).
The Bread (Use of Potatoes) Order, 5th October, 1917 (*ante*, p. 13).
The Sea Fishing (Scotland) Order, 10th October, 1917.

5. An Admiralty Notice to Mariners, dated 17th October, No. 1085 of the year 1917 (being a revision of No. 881 of 1917, which is cancelled), relating to England and Wales, South and West Coasts—Portland Bill to Bardsey Island—Traffic Regulations, including regulations for Plymouth.

It includes the following :—

A boom defence is in position across the entrance to the Hamoaze and should be approached with caution.

The gate of the boom will always be closed during the hours of official night and during fog, and may be closed during the day.

All alien vessels navigating in the waters of the Bristol channel to the northward and eastward of a line drawn from Pwll-du head to the Scarweather light-vessel and thence to Sker (Scar) point must be conducted by Pilots licensed by either the Swansea Harbour Trustees or the Port Talbot Pilotage Board.

All alien vessels navigating in the waters of the Bristol channel to the eastward of a line drawn from Breaksea point to Watchet must be conducted by Pilots licensed by either the London Trinity House, the Barry Pilotage Board, the Cardiff Pilotage Board, the Newport Pilotage Board, the Corporation of Bristol or the Gloucester Pilotage Board.

The *London Gazette* of 23rd October contains the following :—

6. A Foreign Office (Foreign Trade Dept.) Notice, dated 23rd October, 1917, making additions to the list published as a supplement to the London Gazette of 17th August, 1917, of persons to whom articles to be exported to China may be consigned.

7. A Ministry of Munitions Order, dated 18th October (printed below), as to War Material.

We also print below the following Food Orders :—

8. A General Licence, dated 12th October, under the Flour and Bread (Prices) Order, 1917.

9. The Potato Bags (Returns) Order, 1917, dated 13th October.

10. The Currants and Sultanas (Requisition) Order, 1917, dated 13th October.

Ministry of Munitions Orders.

POTASSIUM COMPOUNDS.

The Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations and all other powers enabling him, hereby gives notice and orders as follows :—

1. *Restriction on Dealings in Potassium Compounds.*]—No person shall as from the date hereof until further notice offer to purchase, purchase or take delivery of any potassium compounds as defined in clause 3 hereof, except under and in accordance with the terms of a licence issued on behalf of the Minister of Munitions by the Controller of Potash Production, or offer to sell, sell, supply or deliver any such potassium compounds to any person other than the holder of such a licence and in accordance with the terms thereof; provided that no such licence shall be required—

(a) By the Admiralty or War Office;
(b) By any person for the purchase and delivery of potassium compounds in quantities not exceeding in weight an aggregate of 3 lbs. avoirdupois during any one calendar month.

2. *Returns.*]—All persons shall furnish returns to the Controller of Potash Production at the times and in the manner prescribed by him of all potassium compounds held in stock by them or otherwise under their control or manufactured, produced, bought, sold or otherwise dealt in by them.

3. *Scope of Order.*]—The potassium compounds to which this Order relates are caustic potash (KOH), chloride or muriate of potash (KCl), carbonate of potash (K_2CO_3), and sulphate of potash (K_2SO_4), whether in a pure or in a commercial form, and any material (other than blast furnace dust referred to in the Order of the Minister of Munitions of 7th August, 1917) of which more than ten per cent. consists of any one or more of the above.

4. *Applications.*]—All applications in reference to the above Order to be addressed to—

The Controller of Potash Production,
Ministry of Munitions,
117, Piccadilly, W. 1.

17th October.

COMPOUND FERTILISERS.

CORRECTION.

The percentages for limits of error specified in the first two columns of the Second Schedule attached to the above-mentioned Order, under the respective heads "Nitrogen Class 1" and "Nitrogen Class 2," which appeared in the London Gazette dated 16th October, 1917, should read ·3 in each case, and not as therein stated.

19th October.

NITRATE OF SODA.

In pursuance of the powers conferred upon him by Regulation 30A of the Defence of the Realm Regulations, the Minister of Munitions hereby orders that the war material to which that Regulation applies shall include war material of the following class, that is to say,

Nitrate of Soda.

NOTE.—All applications and communications in connection with the above Order should be addressed to the Department of Explosives Supply, Ministry of Munitions, Storey's Gate, Westminster, S.W. 1.

18th October.

Food Control Orders.

MILK ORDER, 1917.

General Licence.

The Food Controller hereby authorizes a person who sells milk by retail from a retail shop to sell from such shop milk to a person buying for re-sale, at a price not exceeding the retail price of milk in the area in which such shop is situate: Provided that not more than eight imperial gallons of milk may be so sold by any one seller to any one buyer on any day: Provided also that this licence may be revoked at

any time by the Food Controller, either generally, or as respects any particular person.

By Order of the Food Controller.
U. F. WINTOUR,
Secretary to the Ministry of Food.

8th October.

THE PUBLIC MEALS ORDER, 1917 [61 SOLICITORS' JOURNAL, p. 402.]

General Licence.

In the case of Inns, Hotels and Boarding Houses the Food Controller hereby authorizes the following variation in the manner of ascertaining the gross quantities of meat, flour, bread and sugar which may be used therein in any week, namely :—

A meal taken at any Inn, Hotel or Boarding House and beginning after 9.30 p.m. on any day may be allowed for according to the scale set out in Clause 3 of the Public Meals Order, 1917, if such meal is served to a person who is passing the night in the Inn, Hotel or Boarding House: Provided that for the purpose of this authority the hours between midnight and 2 a.m. shall be deemed to form part of the preceding day: Provided further that the Food Controller may at any time revoke this authority either generally or in any particular case or class of cases.

By Order of the Food Controller.
U. F. WINTOUR,
Secretary to the Ministry of Food.

8th October.

FLOUR AND BREAD (PRICES) ORDER, 1917 [61 SOLICITORS' JOURNAL, p. 747.]

General Licence.

The Food Controller hereby authorizes all persons selling flour by retail in cotton bags to make the following extra charges for the bag :—

Where the cotton bag holds not less than a half-quartern of flour (1¾ lbs.) and less than 28 lbs., a charge per bag at a rate not exceeding one farthing for every complete half-quartern of flour contained therein;

Where the cotton bag holds 28 lbs. and less than 56 lbs., a charge not exceeding 4d. per bag.

The extra charge so added to the price of the flour shall be shewn as a separate item in the invoice (if any) relating to the sale and, unless otherwise agreed, shall not be repayable on the return of the bag.

By Order of the Food Controller.
U. F. WINTOUR,
Secretary to the Ministry of Food.

12th October.

THE POTATO BAGS (RETURNS) ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders as follows :—

1. *Returns.*]—Every person owning potato bags (whether manufactured by himself or not) other than bags which will not hold more than half a cwt. of potatoes, shall on or before the 29th October, 1917, furnish to the Food Controller a return giving particulars of such bags owned by him at the close of business on the 22nd October, 1917, and such other particulars as may be required to complete the prescribed form of return.

2. *Form.*]—The return shall be made on the form prescribed by the Food Controller to be obtained from and when completed to be returned to the Secretary, The Ministry of Food, 14, Upper Grosvenor-street, W. 1.

3. *Exception.*]—A person who does not own more than one thousand potato bags at the close of business on the 15th October, 1917, shall not be required to make any return under this Order.

4. *Definition.*]—For the purpose of this Order the expression "potato bags" shall include any bags or sacks which are used or intended to be used for holding potatoes, or which in the ordinary course of business would be so used.

5. *Offences.*]—Failure to make a return in accordance with this Order or the making of a false or incomplete return is a summary offence against the Defence of the Realm Regulations.

6. *Title.*]—This Order may be cited as the Potato Bags (Returns) Order, 1917.

By Order of the Food Controller.
W. H. BEVERIDGE.
Second Secretary to the Ministry of Food.

13th October.

[*Form of Return.*]

THE CURRANTS AND SULTANAS (REQUISITION) ORDER, 1917.

In exercise of the powers conferred upon him by Regulations 2F and 2G of the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned :—

1. *Requisition of Currants and Sultanas.*]—All persons owning or having power to sell or dispose of any currants or sultanas which at the date of this Order are afloat and shipped to the United Kingdom shall place and hold such currants and sultanas at the disposal of the Food Controller.

2. *Offer of Price.*]—The Food Controller will subsequently communicate to the persons from whom the currants and sultanas are requisitioned under this Order the prices which he will be prepared to pay for the same.

3. *Arbitrator.*]—The arbitrator to determine in default of agreement the compensation payable for currants and sultanas requisitioned under this Order shall be appointed by the Lord Chief Justice of England.

4. *Returns.*]—All persons concerned shall before the 20th October, 1917, furnish to the Secretary, Ministry of Food, Grosvenor House, W. 1, a return shewing :—

(i) Currants and sultanas afloat;
(ii) Quantity sold and unsold in each case;

and shall also furnish such other particulars relating thereto as may from time to time be required.

5. *Offences.*]—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

6. *Title.*]—This Order may be cited as the Currants and Sultanas (Requisition) Order, 1917.

By Order of the Food Controller.
W. H. BEVERIDGE.
Second Secretary to the Ministry of Food.

13th October.

London Lights in Winter.

Sir Edward Henry, Commissioner of Police for the Metropolis, draws special attention to the change in the time for obscuring lights in London from 1st November to 15th January.

The present hour for drawing blinds is 6 p.m., but from 1st November to 15th January all lights must be obscured at 5.30 p.m. For the remaining winter period the hours are :—

15th January to 31st January, 6 p.m.
February, 6.30 p.m.
March, 7.30 p.m.; and
April, 8.30 p.m.

Greenwich mean time is referred to in all cases.

Motor-Car Census.

The Board of Trade makes the following announcement regarding the endorsement on the Demand Note Forms, recently circulated by the Petrol Control Department, for the renewal of motor spirit licences (for motor-cars) after the end of this month, which reads as follows :—"The issue of a licence will be subject to the condition that the licensee shall hold himself, or his paid driver, and his motor-car or cars, at the disposal of the military authorities for use in the event of a national emergency."

The particular "emergency" contemplated by this endorsement is

that which would be caused by the invasion, or apprehended invasion, of our shores by an enemy force. In such an event the immediate supply of motor vehicles in districts affected would be of great military value.

The War Office proposes to direct the county commandants of counties to ascertain the number of motor vehicles thus available in a county through the Motor Volunteer Corps organization. The object to be aimed at is the enrolment of sufficient motor vehicles to meet all "military" needs, caused by such a contingency as the above.

To accomplish this the county commandants will in due course approach owners of motor vehicles, who hold motor spirit licences, with a view to obtaining and recording such few particulars, as to type and suitability of vehicles, &c., and addresses, as may be necessary.

It is further pointed out that the above endorsement and the endorsement to the same effect which will be found on the next issue of licences, does not in any way affect or limit the powers conferred on the military authorities by Section 115 of the Army Act with regard to the impressment of motor and other vehicles.

Societies.

The Grotius Society.

At a meeting of the Grotius Society on the 23rd inst., Sir Francis Piggott read a paper entitled "Relations of the Prize Court," in which he raised the question how far it was expedient in the national interests for the Prize Court to have the power of condemning the belligerent policy of its own country.

Professor Goudy (in the chair) declared that if this power were denied to the Prize Court he should despair for the future of international law.

Sir Graham Bower and Sir Alfred Hopkinson both insisted that the independence of the Prize Court had been the safeguard not only of neutrals, but of the highest interests of the State itself.

There were also present: Mr. E. A. Whittuck, Mr. G. G. Phillimore, Mr. Richard King, Dr. W. R. Bisschop, Dr. E. J. Schuster, and the hon. secretary, Dr. Bellot.

Memorial Service for Freemasons.

A memorial service for Freemasons who have fallen in the great war will (D.V.) be held in St. Clement Danes Church, Strand, on Sunday afternoon, 28th October, at 3.30.

The sermon will be preached by the V.W. Bro. the Right Reverend the Lord Bishop of Birmingham, D.D., Grand Chaplain. The Grand Organist, W. Bro. Chas. H. Lloyd, Mus. Doc., will give a short organ recital at 3 o'clock.

This service, held under the auspices of the St. Clement Danes Lodge (No. 1351), has also the support of the lodges and brethren whose names are annexed.

By a dispensation from Grand Lodge, Craft clothing will be worn. Accommodation to clothe will be provided at the church.

The committee hope that this memorial service will commend itself to Freemasons, and trust that all brethren will make this occasion, at so sad a time, one worthy of our Order.

As the seating accommodation of the church is limited, early application for tickets should be made to the joint secretaries. The brethren are asked to state their Masonic rank when applying for tickets, and to mark their letters "Masonic Service." It will facilitate the secretaries' work if an addressed stamped envelope be sent with the application.

W. Pennington-Bickford, M.A., Rector,
Chairman of Committee.

James Powell, P.A.G. Reg.,
R. M. Rowley-Morris,
A. E. Melhuish,
} Secretaries.

Housing after the War.

Considerable progress, says the *Times*, has been made with the Government housing scheme which was initiated by Lord Rhondda and has since been followed up with great vigour by Mr. Hayes Fisher, who has always been an advocate of a large scheme of housing.

The President of the Local Government Board having received the consent of the Cabinet to guarantee substantial financial assistance at once appointed two committees—(1) under Sir J. Tudor Walters, to consider the technical aspect of the question; and (2) under Mr. S. Walsh, M.P., to consider the control, at present exercised in England and Wales, over the erection of buildings and the construction of streets, and to make recommendations.

The general question has also been considered by Mr. Hayes Fisher and the President of the Board of Agriculture, while the Ministry of Reconstruction is considering the question of supply and control of building materials, and of labour, in relation to demobilization. The Department is also in close touch with the Royal Institute of British Architects in connection with model plans.

The returns now being received from the local authorities are regarded as satisfactory, 50 per cent. having replied to the questionnaire. From these returns, which come from all classes of local authorities, large and small, and indicate willingness to build anything from 10 to 1,000 houses straight away, it appears that the authorities will be able to start at once on the building of 150,000 houses, about one-half of the number which it is estimated will be required.

In a letter to the *Times* of the 20th inst. the Dean of Lincoln says:—

Sir,—May I appeal in your columns to all men and women interested in housing, urban and rural, as one of the most critical needs of our people, to exert themselves to see whether their local authorities, especially the district councils, have sent in their returns to the Local Government Board? Let good citizens, and, above all, the working classes, be quite certain that these councils, some of whose members are often interested in the existing shortage and faulty supply, may actually sacrifice by delay the substantial assistance which the Government have promised—assistance only offered for a limited period; and let them leave no stone unturned to prevent the loss and compel the halting or the unwilling to action.

Your obedient servant,

T. C. Fry.

The Deanery, Lincoln, 18th October.

Counsel as Special Constables.

Mr. Justice Neville announced in Court on the 18th inst. that the Judges had been in consultation, and they had agreed that members of the Bar who were special constables might appear in Court in their uniform instead of robes.

Mr. Justice Darling announced at the sitting of the Court of Criminal Appeal on Monday that in future in the King's Bench Division members of the Bar who were special constables might appear in Court in their uniforms instead of robes.

His Lordship said that he had received a letter from Lord Plunket, who was an inspector of special constables, saying that in the division in which he (Lord Plunket) was an officer there were several members of the Bar, solicitors, and officers of the Law Courts. While these men were on duty—a considerable part of the day—they wore their uniforms, and they were anxious to be allowed to appear in Court in those uniforms and not in robes. He (his Lordship) had consulted the other members of the Court (Mr. Justice Avory and Mr. Justice Sankey), and he wished to say that, so far as the King's Bench Division was concerned, special constables would be allowed to appear in Court in uniform and to dispense with wig and gown. Lord Plunket had also mentioned the case of solicitors, but they had no right of audience in the High Court, and therefore they might wear what they liked.

The Freedom of the Sea.

Sir John Macdonell lectured at University College on the 17th inst. on "The True Freedom of the Sea—a Chapter in International Law."

Drawing attention, says the *Times*, to the persistent use of the phrase "freedom of the sea" by the Central Powers as a justification of their conduct and their future policy, he examined the history of the phrase, and showed the great variety of conflicting meanings attached to it by statesmen and Governments. As used by Grotius it meant freedom to navigate and fish in the open set without let or hindrance; his exposition was a restatement of the Roman law. Of that freedom England, common calumnies to the contrary notwithstanding, had been one of the earliest champions. Not Grotius, as the common belief was, but Elizabeth might be said to be the first true defender of the principle. No one had protested more strongly than she against the "high strain of sovereignty" on the part of princes who claimed for any State special powers over the open sea.

It was true that some of her successors, especially James, asserted the doctrine of England's lordship of the narrow seas. But that claim was early practically abandoned, and, significant fact, after Trafalgar it was formally dropped by the Admiralty. England had followed as regards the coasting trade and pilotage a policy of liberality which few States had imitated. There might be said to exist still one exception to the freedom of the seas; the claim of Turkey as to the Bosphorus and Dardanelles was an anomaly. But with this exception freedom of the sea existed in time of peace for all but pirates.

Coming to the many loose uses of the phrase, in time of war, Sir John Macdonell showed how England had struggled at the Conference at The Hague for the protection of neutrals against mines, how Germany had opposed our efforts, and how our representatives had predicted the calamities which must befall neutrals if the English proposals were disregarded. Examining the many meanings attached to the phrase by Napoleon and repeated often verbatim by German statesmen, Sir John showed how England had made, since 1856, concession after concession. Chief among the strange uses to-day of the phrase was the fact that in the mouths of many German statesmen it had come to be the conventional description of their impatience at the extent and diversity of the British Empire, and the advantages, commercial, naval, and military, incident thereto. It had also, as the lecturer shewed from extracts, come to mean a claim for paramountcy at sea by Germany. It was

much as if the Red Cross or white flag were placed over an ammunition dump or gun emplacement.

Some German publicists, recognizing that domination on land must be limited, that *Weltherrschaft* is impossible, without domination on sea, had in effect avowed that such was their real maining and purpose. The evolution was complete; the phrase had come to signify the opposite of what it did originally. Fancy, exclaimed Sir John, a dialogue between Grotius and von Tirpitz as to the freedom of the seas! It was not an accident that the United States had intervened with armed force in Western affairs only twice or thrice, and always for a like object—against the Barbary pirates and the planners of the U-boat campaign.

Sir John Macdonell also referred to the signification of the phrase in the mouths of those who were apprehensive of the future position of German shipping and trade, if their country, having lost her colonies, were dependent for coal, etc., upon ports belonging to the Allies. They talked of freedom of the seas; they meant acquiring rights in other nations' territories. He pointed out that many questions as to international maritime law were still perilously obscure and unsettled. He also referred to rules which had become obsolete or needed revision in view of present experience. The position of the neutral, when he really existed, merited commiseration and attention. Our law as to him, when measures of reprisals were resorted to, was somewhat indefinite; an international tribunal might interpret the law, as on former occasions it has done, against us.

The lecturer concluded by pointing out that there was a possible new and important development of international law, a possible creation of a true sanction for the enforcement of the terms of any treaty of peace providing for reparation on the part of Germany, by concerted policy as to the conditions upon which access to the Allies' ports should be granted. But a necessary preliminary was the dropping of a phrase which had at least six different meanings, and some five of them such as Grotius would have repudiated; a phrase which generally covered some plan for increasing the naval strength of Germany and depriving this country of the advantages incident to her belonging to a widespread Empire.

Companies.

London County and Westminster Bank (Limited) and Ulster Bank (Limited).

The following resolutions were to be proposed at an extraordinary general meeting of the London County and Westminster Bank to be held at its head office, No. 41, Lothbury, on the 24th inst. :—1. That the capital of the bank be and the same is hereby increased from £14,000,000 in 700,000 shares of £20 each to £17,000,000 by the creation of 150,000 further shares of £20 each. 2. That the directors of the bank be and they are hereby authorized to allot and issue such of the said new shares with £5 per share paid up as may be required for the acquisition by the bank of shares in the Ulster Bank (Limited) on terms of and in accordance with the agreement dated 3rd October, 1917, between the directors of the Ulster Bank (Limited) of the one part and this bank of the other part.

By passing these resolutions the shareholders will empower the directors of this bank to give effect to a provisional agreement which has been entered into between the London County and Westminster Bank (Limited) and the directors of the Ulster Bank (Limited). Under this agreement an offer is made to the shareholders of the Ulster Bank (Limited) for the purchase by this bank of their shares on the following terms, namely: two-thirds of one share in the London County and Westminster Bank, £5 paid, plus a cash payment of £2 10s., for each share in the Ulster Bank. There are 200,000 shares in the Ulster Bank: so that the operation if carried out in its entirety will involve the issue to the shareholders of the Ulster Bank of 133,333⅓ new shares in this bank, of £20 each, £5 paid, together with a cash payment of £500,000. The provisional agreement is subject (*a*) to the consent of H.M. Treasury to the issue of the new capital, (*b*) to the consent of the shareholders of this bank to the creation of the further shares required for the issue, (*c*) to the acceptance of the above scheme by the holders of not less than 160,000 Ulster Bank shares, unless the directors of this bank should determine to proceed on a smaller number. It is the intention of this bank to hold the shares, and to maintain the name and separate existence of the Ulster Bank.

The directors of the London County and Westminster Bank have the greatest confidence in recommending their shareholders to pass the resolutions necessary for carrying this provisional agreement into effect. The Ulster Bank was established in 1836, and has since its foundation been closely connected with the London and Westminster and London County and Westminster Banks. The directors of this bank have satisfied themselves that the Ulster Bank has been managed with conspicuous prudence and ability, and it occupies a position of exceptional strength throughout Ireland, with 170 branches and sub-branches. After meeting all liabilities which can be foreseen, there are ample further reserves in hand, and attention may be called to the fact that in the balance-sheet appended the bank premises, which cost considerably over £350,000, have been written down out of profits to nil. The profits for the last year, as will be seen, amounted to £135,181, out of which a dividend of 21½ per cent. was paid, while large sums were provided for depreciation, &c.

Obituary.

Qui ante diem perlit,
Sed miles, sed pro patria.

Captain John C. D. Tetley.

Captain JOHN CHARLES DODSWORTH TETLEY, Grenadier Guards, aged thirty-two, was the elder son of Mr. and Mrs. Frank Tetley, of 169, Queen's-gate, S.W., and Buenos Aires. He was educated at Charterhouse and Oriel College, Oxford, and played for his university at Association football in 1906-7. He was admitted in 1911, and was a member of the firm of Wreford Brown and Co., of 38, Old Jewry, E.C. At the outbreak of the war he was touring with the Corinthian Football Club in Argentina, but returned immediately and joined the Artists Rifles in September, 1914. He obtained a commission in that regiment in November of the same year, and transferred to the Grenadier Guards in October, 1916. He was killed on 9th October, just as he led his company into the final objective. His commanding officer described him as "just as splendid a soldier as glorious a man." He leaves a widow and three young sons.

Captain William G. E. Johnson.

Captain WILLIAM GODFREY ERLAM JOHNSON, Manchester Regiment, second son of the late A. E. Johnson, J.P., C.C., of Bickershaw Hall, Wigan, colliery proprietor, and of Mrs. Johnson, of Ellesmere Park, Eccles, Lancs, died of wounds on 13th October, aged twenty-four. He was educated at Haileybury, and subsequently articled to Messrs. Peace and Ellis, solicitors, Wigan. His brother, Lieutenant Henry Erlam Johnson, K.R.R.C., was killed last June, and another brother, Lieutenant Pieter Cedric Johnson, R.F.C., was killed last March.

Lieutenant John W. Jeakes.

Lieutenant JOHN WILLIAM JEAKES, jun., of the Royal Berkshire Regiment, son of J. W. Jeakes, Esq., of Great Malvern, formerly of Highgate, N., died of wounds received in action on 12th October. He was admitted in 1906, and was a member of the firm of Hickson, Moir, & Jeakes, 52, New Broad-street, E.C.

Legal News.

Appointments.

Mr. F. H. MAUGHAM, K.C., has been elected a Bencher of Lincoln's Inn, in succession to the late Mr. T. H. Carson, K.C. Mr. Maugham was called to the Bar in 1890, and became a K.C. in 1913.

Mr. HENRY SUTTON LUDLOW, of the firm of Messrs. King & Ludlow, 7, Broad-court Chambers, Bow-street, Covent Garden, has been appointed a Commissioner for Affidavits of the Supreme Court of Victoria. Mr. Ludlow was admitted in 1883.

Changes in Partnerships.

Dissolution.

JAMES MARK MCDONNELL and MAURICE BARRY O'BRIEN, solicitors and Parliamentary agents, Caxton House, Westminster. Sept. 30. [*Gazette*, Oct. 23.

General.

The King has been pleased by Letters Patent under the Great Seal to grant to Sir Edward Ridley, formerly one of the Justices of His Majesty's High Court of Justice, an annuity of £3,500.

In the House of Commons on Monday Mr. Balfour, replying to Mr. King, said there seemed to be no reason, at present, for adding anything to the acknowledgment which had been already sent by His Majesty's Government in reply to the Pope's peace proposals.

Lieutenant John Reginald Lingard, Manchester Regiment, attached Lancashire Fusiliers, M.A., LL.B., of Fellside, Windermere, a member of the firm of Lingards and Hamp, solicitors, Manchester, who died on or since 21st August, 1915, in Gallipoli, left estate of gross value £15,802.

A Reuter's message from Paris, dated 18th October, says: The French Government, co-operating with the British Government in the measures taken by the latter to stop the indirect provisioning of the enemy, has decided to suspend the grant of licences for the export of prohibited exports, in all cases where the transit of such goods has been stopped by the British Government.

In the House of Commons on the 18th inst., in answer to Sir C. Henry, the Chancellor of the Exchequer said that it was hoped shortly to introduce in the House of Lords a Bill for the consolidation of the existing income-tax law, and the labours of the post-war Committee of Inquiry would be greatly facilitated by the existence of a Consolidation Act.

In the House of Commons on Monday Mr. Wardle, answering Mr. Fell, said he did not think it would be desirable in the public interest to publish the figures relating to any of the Government air-raid insurance schemes at present. Mr. Fell asked why it was necessary to keep the figures secret? Would it not hearten the people to know that the big sum of £8,000,000 was available for the settlement of their claims? Mr. Wardle repeated that it was considered unadvisable to make a statement at present.

In the House of Commons on the 18th inst., Lord R. Cecil, replying to Mr. Trevelyan, who asked whether a meeting was going to take place between the Allied Governments for the purpose of defining their war aims, as desired by the Russian Government, who would be the representatives of this country, and whether the decisions of the conference would be published to the Allied peoples, said: Yes, sir; such a meeting will, I believe, take place. No further statements about it are at the present moment possible or desirable.

In the House of Commons on Monday Mr. Balfour, answering Mr. King, who asked whether he would state what progress had been made to comply with the request of the Russian Government that treaties and agreements made during the war should be reconsidered and if necessary revised; and whether it was intended at an early date to make public all war aims and undertakings which have not been publicly announced, said he had nothing to add to the statement which had already been made on the subject. Mr. King: Is this matter engaging the immediate attention of the Government? Mr. Balfour: Yes, sir. Mr. King: Can we expect an early reply to the question as to when and where the Conference will meet? Mr. Balfour: I don't suppose the matter will be very long delayed.

A Reuter's message from Petrograd, dated 23rd October, says: With reference to the instructions given by the Committee of the Council of Delegates to M. Skobeleff, its delegate to the Allied Conference in Paris, the Ministry for Foreign Affairs points out that these instructions are not binding on the Russian official representatives at the Conference. The latter will represent the Provisional Government and will support the official programme. The Government will shortly discuss the details of this programme, which will be inspired solely by consideration of the interests of Russia. The composition of the Delegation has not yet been fixed. Russian diplomatists regard the Soviet's instructions as one-sided, containing as they do much talk about the duties of Russia and the Allies, but not a word about the duties of Germany and Austria-Hungary, and entirely ignoring German policy towards Poland and Austria's treatment of the Czechs and other Slavs.

At the Mansion House last Saturday, says the *Times*, before Alderman Sir John Knill, Mr. Montague William Desborough, fifty, a solicitor, formerly practising in the City of London, was charged on a warrant at the instance of the Director of Public Prosecutions with having between October, 1913, and September, 1916, converted to his own use and benefit, or to that of his firm (Messrs. Desborough & Son), £7,338 and £1,800 belonging to Captain George Whitfield, £1,200 to the Rev. Dundas and Mrs. Harford, and £610 to another estate, with intent to defraud. He was also accused of an offence under the Bankruptcy Act in destroying, mutilating, or concealing his books and accounts. George John Mills, sixty, of no occupation, and Arthur William Seager, sixty-four, clerk, were charged with aiding and abetting him to commit these offences. Mr. Cecil Whiteley appeared for the Crown, and said the investigation would last some time, as witnesses would have to be called from all parts of the kingdom. Evidence of arrest was given. The defendants made no reply to the charges. Sir John Knill remanded them for a week, and agreed to take substantial bail for Mills and Seager. Mr. Desborough said he did not desire to be bailed.

In the House of Commons on Tuesday Mr. Llewelyn Williams asked the Chancellor of the Exchequer whether his attention had been directed to the recommendation made on page 45 of the First Report of the Public Records Commission that, when the office of the Master of the Rolls next fell vacant and a new appointment was made, the Master of the Rolls should be relieved of his titular connection with the Public Record Office and that he be replaced by a permanent commission of nine persons to be called Commissioners of Public Records, who should be appointed by the Crown and should be unpaid; and whether in appointing a successor to Lord Cozens-Hardy he was prepared to carry out the recommendation of the Public Records Commission. The Chancellor of the Exchequer (Mr. Bonar Law): The answer to the first part of the question is in the affirmative, but the change would involve legislation to amend the Public Records Act, 1838, which I am unable to promise at the present time.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Neville.	Mr. Justice Eve.
Monday Oct. 29	Mr. Bloxam	Mr. Synge	Mr. Jolly	Mr. Church
Tuesday 30	Borrer	Bloxam	Synge	Farmer
Wednesday .. 31	Goldschmidt	Borrer	Bloxam	Jolly
Thursday Nov. 1	Leach	Goldschmidt	Borrer	Synge
Friday 2	Church	Leach	Goldschmidt	Bloxam
Saturday 3	Farmer	Church	Leach	Borrer

Date.	Mr. Justice Sargant.	Mr. Justice Astbury.	Mr. Justice Younger.	Mr. Justice Peterson.
Monday Oct. 29	Mr. Farmer	Mr. Leach	Mr. Goldschmidt	Mr. Borrer
Tuesday 30	Jolly	Church	Leach	Goldschmidt
Wednesday .. 31	Synge	Farmer	Church	Leach
Thursday Nov. 1	Bloxam	Jolly	Farmer	Church
Friday 2	Borrer	Synge	Jolly	Farmer
Saturday 3	Goldschmidt	Bloxam	Synge	Jolly

SOUTH-EASTERN CIRCUIT.

Mr. Justice Bray.

Saturday, 17th November, at Hertford.
Thursday, 22nd November, at Maidstone.
Friday, 30th November, at Guildford.
Thursday, 6th December, at Lewes. (Civil and Criminal.)

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Oct. 16.

KINNEMA (GRIMSBY), LTD.—Creditors are required, on or before Oct 30, to send their names and addresses, with particulars of their debts or claims to James Glenton, 7, Parliament st, Hull, liquidator.

CHARLES TAYLOR & CO, LTD.—Creditors are required, on or before Nov 12, to send in their names and addresses, and the particulars of their debts or claims, to Fredk. T. P. Deyes, 51, North John st, Liverpool, liquidator.

THORNEY GAS COAL & COKE CO, LTD.—Creditors are required, on or before Oct 27, to send their names and addresses, and the particulars of their debts or claims, to Joseph Stephenson, Queen st, Peterborough, liquidator.